



Where Hilltops Kiss The Sky
302 E. Commercial Avenue • P.O. Box 97
Monterey, Tennessee 38574

Mayor
Richard Godsey

(931) 839-2323
(931) 839-3770
FAX
(931) 839-3933

NOTICE OF CHARGES

March 7, 2013

Kevin Phillips
702 Anderson Road
Monterey, TN 38574

Dear Chief Phillips:

The purpose of this Notice is to advise you that the Mayor of the Town of Monterey will present the following charges to the Monterey Civil Service Board and request your dismissal as the Chief of Police.

Pursuant to Section X, Subsection K the charges are as follows:

1. Insubordination by refusing to meet with the Mayor at City Hall to discuss your return to work and other matters.
2. Falsification of records by creating and executing a false lease for the Town to lease your personal real property for the construction and use as a firing range.
3. Obstructing an investigation into the use of Town equipment.

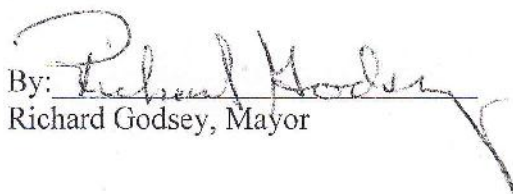
These charges will be brought before the Monterey Civil Service Board at a time and place to be determined by the Board.

Because your testimony at the Board hearing may involve information which could be used against you, I will request that the Board present you with the enclosed Garrity Warning.

This letter is being sent out by registered mail and regular mail to ensure its delivery.

Yours truly,

TOWN OF MONTEREY

By: 
Richard Godsey, Mayor

TOWN OF MONTEREY
CIVIL SERVICE BOARD

GARRITY WARNING

You are not legally required to provide any information during this interview.

However, as the entity in charge of hiring, firing and discipline of employees for your employer, we are requiring you to cooperate in this interview. This means you will be subject to disciplinary action, including dismissal if you fail to truthfully, accurately, and fully answer the questions that are being asked of you during this interview.

Because you are required to provide information under the threat of disciplinary action, the information you provide, and any evidence resulting from the information you provide, cannot and will not be used against you in any subsequent criminal proceeding initiated by the Civil Service Board or the Town of Monterey.



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MONTEREY CIVIL SERVICE BOARD

March 7, 2013

Chief Kevin Phillips
702 Anderson Road
Monterey, TN 38574

RE: Monterey Civil Service Board
Hearing on Charges

Dear Chief Phillips:

The purpose of my writing is to advise you that the Monterey Civil Service Board has scheduled a hearing on the charges placed against you by the Mayor for Monday, March 18, 2013 at 6:00 p.m.

At the hearing it is anticipated that the Board will provide you with the enclosed Garrity Warning which will be used to compel your testimony at the hearing.

This letter is being sent out by registered mail and regular mail to ensure its delivery.

Sincerely

TOWN OF MONTEREY
CIVIL SERVICE BOARD

By: 
Bill Capps, Chairman

TOWN OF MONTEREY
CIVIL SERVICE BOARD

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AGREEMENT

This **Agreement**, ("Agreement"), entered into by and between **The Town of Monterey, a political subdivision of the State of Tennessee**, ("Town"), and **KEVIN J. PHILLIPS** ("Phillips"), on this 24 day of May, 2012.

WITNESSETH:

WHEREAS, the Town and Phillips have entered agreement to conduct the long range firearms training on Phillips' property located in Overton County, Tennessee on the premises owned by Phillips, and:

WHEREAS, the Town has been approached Phillips to inquire about expanding the range by requesting to construct an additional clearing upon the premises to allow for the training of its long range target shooters on the staff; and

WHEREAS, the Town has proposed that they be allowed to construct a clearing significant enough to allow its officers to train as long range shooters, and;

WHEREAS, the Town desires to enter an Agreement to Lease the portion of the Phillips property for Three (3) uninterrupted consecutive years, that piece of property shown as Exhibit "A" to this document, for the consideration of the Town expending the funds and equipment in improving the range to accommodate long range training and for a payment of One (\$1.00) Dollar per year for the Three (3) period at the Phillips Property.

NOW, THEREFORE, for an in consideration of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

1. The Phillips property shall be improved by the Town to allow for Long Range Rifle training as well as other legitimate law enforcement needs as shown hereto on Exhibit "A", the Town shall have unfettered use of the property for these purposes of the portion of the Phillips for Three (3) Years from the date of this agreement at which time the Town and the PHILLIPS may or may not renegotiated\ at the end of the rental period. The property encumbered by this lease is more particularly shown on Exhibit "A" attached hereto.

2. The Town is not required hereunder, and this Agreement shall not be interpreted to require the Town to provide any funding other than to prepare the site for the Range, or to perform any function other than that is required by law or as voted by the

members of its Board of Alderman or other Town requirements or ordinances other than listed herein.

3. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section shall not affect the validity of the remaining provisions or sections.

4. This document may be executed in any number of original signed counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

5. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

6. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, and in Putnam County, Tennessee.

7. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

8. Notices to either party shall be sufficient if sent in writing, postage prepaid, registered or certified mail to the duly elected Mayor or Registered Agent of the party at the address on file of either party.

TOWN OF MONTEREY, TENNESSEE

By: 

Jeff Hicks., Town Mayor

OWNER

By: 

Kevin J. Phillips